

Sterne Kessler Goldstein Fox

ATTORNEYS AT LAW



Robert Greene Sterne Edward J. Kessler Jorge A. Goldstein David K.S. Comwell Robert W. Esmond Tracy-Gene G. Durkin Michaele B. Ray Robert E. Sokohl Eric K. Steffe Michael Q. Lee Steven R. Ludwig John M. Covert Linda E. Alcorn Robert C. Millonig Donald J. Featherstone Lawrence B. Bugger Wilchael V. Messinger Judith U. Kim Timothy J. Shea, Jr. Patrick E. Garrett Heid I. Kraus Albert L. Ferro* Donald R. Banowit Petre A. Jackman Teresa U. Medler Jeffrey S. Weaver Kendrick P. Patterson Vincent L. Capuano Eldora Ellison Floyd Thomas C. Fiala Brian J. Del Buono Virgil Lee Beaston Kimberly N. Reddick Theodore A. Wood Joseph S. Ostroff Frank R. Cottingham Christine M. Lhulier Rae Lynn Prengaman Jane Shershenovich' George S. Bardmesser Daniel A. Klein' Jason D. Eisenberg Michael D. Specht Andrea J. Kamage Tray L. Muller' LuAnne M. DeSantis John J. Figueroa Ann E. Summerfield Tiera S. Coston Aric W. Ledford' Jessica L. Parezo Timothy A. Doyle' Gaby L. Longsworth*
Nicole D. Dretar*
Ted J. Ebersole
Jyoti C. Iyer*
Laura A. Vogel

Registered Patent Agents*
Karen R. Markowicz

Registered Patent Agent Karen R. Markowicz Nancy J. Leith Helene C. Carlson Matthew J. Dowd Aaron L. Schwartz Katrina Y. Pei Quach Bryan L. Skelton Robert A. Schwartzman Teresa A. Colella Jeffrey S. Lundgren Michelle K. Holoubek Robert H. DeSelms Simon J. Elliott Julie A. Heider Mita Mukherjee Scott M. Woodhouse

Of Counsel
Kenneth C. Bass III
Evan R. Smith
Marvin C. Guthrie

*Admitted only in Maryland *Admitted only in Virginia •Practice Limited to Federal Agencies

September 14, 2004

WRITER'S DIRECT NUMBER: (202) 772-8525
INTERNET ADDRESS:
BRIAND@SKGF.COM

Commissioner for Patents PO Box 1450 Alexandria, VA 22313-1450

Re:

U.S. Utility Patent Application

Appl. No. 10/792,035; Filed: March 4, 2004

For: Methods and Compositions for Synthesis of Nucleic Acid Molecules

Using Multiple Recognition Sites

Inventors:

CHESNUT et al.

Our Ref:

0942.5340005/BJD/JKM

Sir:

Transmitted herewith for appropriate action are the following documents:

- 1. Original executed Power of Attorney from Assignee;
- 2. Statement Under 37 C.F.R. § 3.73(b) with a copy of the Assignment and Notice of Recordation attached; and
- 3. One (1) return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Commissioner for Patents September 14, 2004 Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Brian J. Del Buono Attorney for Applicants Registration No. 42,473

BJD/JKM:bac Enclosures

PTO/SB/96 (08-03)
Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the paperwork Reduction of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

	TRADEMA	STATEMENT UNDER 37 CFR 3	.73(b) 0942.5340005/BJD/JKM
Applicant/Pate	ent Owner: See 1 in Adde	ndum	
Application No	o./Patent No.:10/79	P2,035 Filed/Issue Date:	March 4, 2004
Entitled: Meth	nods And Compositions F	or Synthesis Of Nucleic Acid Molecul	les Using Multiple Recognition Sites
<u>Invitrogen C</u> (Name of Assigned		, a <u>Corporation</u> (Type of Assignee, e.g., cor	poration, partnership, university, government agency, etc.)
states that it is 1. ⊠ the assig	: gnee of the entire right, titl	e, and interest; or	
The exte	nee of less than the entire ent (by percentage) of its of d above by virtue of either	wnership interest is ———— % in t	he patent application patent
was reco	nment from the inventor(s orded in the Patent and Tra nereof is attached.) of the patent application/patent identi ademark Office at Reel, F	fied above. The assignment rame, or for which
OR			
assignee	as shown below:	, of the patent application/patent identi	
		rded in the Patent and Trademark Office, or for which	
2. Fro	m:	To:	
	The document was reco	rded in the Patent and Trademark Offic Frame, or for whice	
3. Fron	m:	To: ded in the Patent and Trademark Offic	
		Frame, or for whi	
[]A	dditional documents in the	chain of title are listed on a suppleme	ental sheet.
[NOTE: A must be si	separate copy (i.e., the or	ments in the chain of title are attached iginal assignment document or a true ovision in accordance with 37 CFR Part See MPEP 302.08]	copy of the original document)
The undersign	ed (whose title is supplied	below) is authorized to act on behalf of	of the assignee.
Hugo	st 23 2004		Alan W. Hammond
	Date		Typed or printed hame
T	elephone number		Signature
		<u>C</u>	hief Intellectual Property Counsel Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Addendum to Appl. No. 10/792,035; Filed: March 4, 2004 (0942.5340005/BJD/JKM)

 Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE



5/25/04, 5/25/04, 5/28/04, 5/28/04, 8/10/04, 5/25/04, 7/12/04, 6/24/04, 5/28/04 and 5/27/04, respectively

POWER OF ATTORNEY FROM ASSIGNEE

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Invitrogen Corporation, a corporation of Delaware, having a principal place of business at 1600 Faraday Avenue, Carlsbad, CA 92008, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on of an invention known as Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites (Attorney Docket No.0942.5340005/BJD/JKM), that is disclosed and claimed in a patent application of the same title by the inventors Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE (said application filed on March 4, 2004 at the U.S. Patent and Trademark Office, having Application Number 10/792,035).

For the purpose of PAIR, the Customer Number is 26111.

The Assignee hereby appoint the U.S. attorneys associated with CUSTOMER NUMBER 28393 to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michael A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987. The Assignees hereby grant said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

Customer Number 26111
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Washington, D.C. 20005-3934
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Invitrogen Corporation

SIGNATURE:

BY: Alan W. Hammond

TITLE: Chief Intellectual Property Counsel

DATE: Hugust 23 2014

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE, the undersigned inventors hereby sell and assign to Invitrogen Corporation, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 5/25/04 (also known as United States Application No. 10/792,035, filed March 4, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Bsq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Comwell, Esq., Registration No. 31,944; Robert W. Bsmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Bsq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick B. Garrett, Esq., Registration No. 39,987.; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date: 5/25/04	Signature of Inventor: (5-(1)). (Johnston D. CHESNUT
Date:	Signature of Inventor: John CARRINO
Date:	Signature of Inventor: Louis LEONG
Date:	Signature of Inventor: Knut MADDEN
Date:	Signature of Inventor:
Date:	Signature of Inventor: James FAN
Date:	Signature of Inventor: Michael A. BRASCH
Date:	Signature of Inventor: David CHEO
Date:	Signature of Inventor: James L. HARTLEY
Date:	Signature of Inventor:
Date:	Signature of Inventor: Gary F. TEMPLE
256821_1.DOC	

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE, the undersigned inventors hereby sell and assign to Invitrogen Corporation, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 5/25/04 (also known as United States Application No. 10/792,035, filed March 4, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
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Date:	Signature of Inventor:	
Date: 5/25/24	Signature of Inventor:	John ARRINO
Date:	Signature of Inventor:	Louis LEONG
Date:	Signature of Inventor:	Knut MADDEN
Date:	Signature of Inventor:	Martin GLEESON
Date:	Signature of Inventor:	James FAN
Date:	Signature of Inventor:	Michael A. BRASCH
Date:	Signature of Inventor:	David CHEO
Date:	Signature of Inventor:	James L. HARTLEY
Date:	Signature of Inventor:	Devon R.N. BYRD
Date:	Signature of Inventor:	Gary F. TEMPLE

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Date:	Signature of Inventor:	Jonathan D. CHESNUT
Date:	Signature of Inventor:	John CARRINO
Date: 5/ 28/04		Louis LEONG
Date:	Signature of Inventor:	•
Date:	Signature of Inventor:	Martin GLEBSON
Date:	Signature of Inventor:	
Date:	Signature of Inventor:	Michael A. BRASCH
Date:	Signature of Inventor:	David CHEO
Date:	Signature of Inventor:	James L. HARTLEY
Date:	Signature of Inventor:	Devon R.N. BYRD
Date:	Signature of Inventor:	- · · · · · · · · · · · · · · · · · · ·

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	-	Jonathan D. CHESNUT
Date:	Signature of Inventor:	John CARRINO
Date:	Signature of Inventor:	
/		Louis LEONG
Date: 5/28/64	Signature of Inventor:	Knut MADDEN
note:		
Date:	Signature of Inventor:	Martin GLEESON
Date:	Signature of Inventor:	James FAN
Data	Si-	
Date:	Signature of Inventor:	Michael A. BRASCH
Date:	Signature of Inventor:	David CHEO
Date:	Signature of Inventor:	James L. HARTLEY
Date:	Signature of Inventor:	
		Devon R.N. BYRD
Date:	Signature of Inventor:	Gary F. TEMPLE

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE, the undersigned inventors hereby sell and assign to Invitrogen Corporation, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

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Date:	Signature of Inventor:	
		John CARRINO
Date:	Signature of Inventor:	Louis LEONG
Date		
Date:	Signature of Inventor:	Knut MADDEN
Date: Aug 10. 2004	Signature of Inventor:	Morter bleam
J		Martin GLEESON
Date:	Signature of Inventor:	
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Date:	Signature of Inventor:	·
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Date:	Signature of Inventor:	Lavis Leovic
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Date:	Signature of Inventor:	Knut MADDEN
Date	Olaman CI	
Date:	Signature of Inventor:	Martin GLEESON
Date: 5/15/04	Signature of Inventor:	Tzangnfan
		James FAN
Date:	Signature of Inventor:	
		Michael A. BRASCH
Date:	Signature of Inventor:	David CHEO
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DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	Signature of Inventor:	
	•	Jonathan D. CHESNUT
Date:	Signature of Inventor:	John CARRINO
Date:	Signature of Inventor:	Louis LEONG
Date:	Signature of Inventor:	
Date:	Signatura of Laurente	Knut MADDEN
Date	Signature of Inventor:	Martin GLEESON
Date:	Signature of Inventor:	James FAN //
Date: 7-12-04	Signature of Inventor:	Mishael A. BRASCH
Date:	Signature of Inventor:	7) / /
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n .		
Date:	Signature of Inventor:	Michael A. BRASCH
Date:	Signature of Inventor:	
		David CHEO
Date: 24.Jun U4	Signature of Inventor:	Dates
		JamesJLNHARPLEY
Date:	Signature of Inventor:	Devon R.N. BYRD
Date:	•	
Date.	Signature of Inventor:	Gary F. TEMPLE
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Doto		
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Date:	Signature of Inventor: _	
Date: 18 MM 1804		James L. HARTLEY
Date: 18 May 1804	Signature of Inventor:	Devon R.N. BYRD
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The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michael A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:	Signature of Inventor:	
	-	Jonathan D. CHESNUT
Date:	Signature of Inventor:	
		John CARRINO
Date:	Signature of Inventor:	Louis LEONG
Date:	Signature of Inventor:	Knut MADDEN
Date	Ci-	
Date:	Signature of Inventor:	Martin GLEESON
Date:	Signature of Inventor:	
		James FAN
Date:	Signature of Inventor:	
		Michael A. BRASCH
Date:	Signature of Inventor:	David CHEO
		
Date:	Signature of Inventor:	James L. HARTLEY
Date:	Signature of Inventor: _	·
	orginature of inventor	Devon R.N. BYRD
Date 24 2004	Signature of Inventor.	Sa Z I de
) /	(-	Gary F. TEMPLE

AUG 2 4 2004

STERNE, KESSLER

GOLDSTEIN&F

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ASSIGNOR:

CHESNUT, JONATHAN D.

DOC DATE: 05/25/2004

ASSIGNOR:

CARRINO, JOHN

DOC DATE: 05/25/2004

ASSIGNOR:

LEONG, LOUIS

DOC DATE: 05/28/2004

ASSIGNOR:

MADDEN, KNUT

DOC DATE: 05/28/2004

ASSIGNOR:

GLEESON, MARTIN

DOC DATE: 08/10/2004

ASSIGNOR:

. FAN, JAMES

DOC DATE: 05/25/2004

)

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ASSIGNOR:

BRASCH, MICHAEL A. DOC DATE: 07/12/2004

ASSIGNOR:

CHEO, DAVID DOC DATE: 07/12/2004

ASSIGNOR:

HARTLEY, JAMES L. DOC DATE: 06/24/2004

ASSIGNOR:

BYRD, DEVON R.N. DOC DATE: 05/28/2004

ASSIGNOR:

TEMPLE, GARY F. DOC DATE: 05/27/2004

ASSIGNEE:

INVITROGEN CORPORATION 1600 FARADAY AVENUE CARLSBAD, CALIFORNIA 92008

SERIAL NUMBER: 10792035 FILING DATE: 03/04/2004

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TITLE: METHODS AND COMPOSITIONS FOR SYNTHESIS OF NUCLEIC ACID MOLECULES

USING MULTIPLE RECOGNITION SITES

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PATENT ASSIGNMENT

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CONVEYING PARTY DATA

Name	Execution Date
Jonathan D. CHESNUT	05/25/2004
John CARRINO	05/25/2004
Louis LEONG	05/28/2004
Knut MADDEN	05/28/2004
Martin GLEESON	08/10/2004
James FAN	05/25/2004
Michael A. BRASCH	07/12/2004
David CHEO	07/12/2004
James L. HARTLEY	06/24/2004
Devon R.N. BYRD	05/28/2004
Gary F. TEMPLE	05/27/2004

RECEIVING PARTY DATA

Name:	Invitrogen Corporation	
Street Address:	1600 Faraday Avenue	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10792035

CORRESPONDENCE DATA

Fax Number:

(202)371-2540

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: Email:

202-371-2600

brland@skgf.com

Correspondent Name:

Sterne, Kessler, Golstein & Fox PLLC

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8/23/04 6:56 PAGE 005/005 Fax Server

Address Line 1:

1100 New York Avenue, N.W.

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Brian J. Del Buono

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